

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN  
AND RELATED MOTIONS

Name of Debtor(s): **George E. Weaver**  
**Kacy L. Weaver**

Case No: **18-31228**

This plan, dated **April 18, 2018**, is:

- ☒ the *first* Chapter 13 plan filed in this case.  
☐ a modified Plan, which replaces the  
☐ confirmed or ☐ unconfirmed Plan dated \_\_\_\_.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

\_\_\_\_\_

The Plan provisions modified by this filing are:

\_\_\_\_\_

Creditors affected by this modification are:

\_\_\_\_\_

**1. Notices**

**To Creditors:**

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

**2. Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of **\$500.00 per month for 1 month, then \$3,378.00 per month for 59 months.**

Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ **199,802.00**.

**3. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

- The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
- Check one box:

- ☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 5,066.00, balance due of the total fee of \$ 5,223.00 concurrently with or prior to the payments to remaining creditors.
- ☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
Internal Revenue Service	Taxes and certain other debts	59,841.68	Prorata 59 months
Internal Revenue Service	Taxes and certain other debts	100.00	Prorata 59 months
Internal Revenue Service	Taxes and certain other debts	100.00	Prorata 59 months
Internal Revenue Service	Taxes and certain other debts	100.00	Prorata 59 months
Internal Revenue Service	Taxes and certain other debts	10,000.00	Prorata 59 months
Internal Revenue Service	Taxes and certain other debts	45,918.46	Prorata 59 months
Virginia Department of Taxation	Taxes and certain other debts	10,654.21	Prorata 59 months
Virginia Department of Taxation	Taxes and certain other debts	11,988.08	Prorata 59 months
Virginia Employment Comm.	Wages, salaries, and commissions	754.37	Prorata 59 months
Virginia Employment Comm.	Wages, salaries, and commissions	75.00	Prorata 59 months
Virginia Employment Comm.	Wages, salaries, and commissions	100.53	Prorata 59 months

**C. Claims under 11 U.S.C. § 507(a)(1).**

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

**4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
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**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
<b>-NONE-</b>			

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
<b>Title Max</b>	<b>2011 Cadillac Escalade</b>	<b>100.99</b>	<b>Trustee</b>
<b>DT Credit Company, LLC</b>	<b>2014 Jeep Grand Cherokee</b>	<b>492.00</b>	<b>Debtor</b>

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment &amp; Est. Term</u>
<b>Title Max</b>	<b>2011 Cadillac Escalade</b>	<b>4,900.00</b>	<b>5.5%</b>	<b>100.99 55months</b>

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

**5. Unsecured Claims.**

**A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 1 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
<b>-NONE-</b>		

**6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
DT Credit Company, LLC	2014 Jeep Grand Cherokee	492.00	0.00	0%	0months	n/a

**B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage &amp; Est. Term</u>
-NONE-					

**C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment &amp; Term</u>
-NONE-				

**7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

**A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
-NONE-	

**B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
-NONE-				

**8. Liens Which Debtor(s) Seek to Avoid.**

**A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-				

**B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor

should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
<b>-NONE-</b>			

**9. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

**10. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

**11. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

**12. Nonstandard Plan Provisions**

☐ **None.** If "None" is checked, the rest of Part 12 need not be completed or reproduced.

**Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.**

**The following plan provisions will be effective only if there is a check in the box "Included" in § 1.C.**

**a. Debtors propose to pay federally guaranteed student loans outside of the plan and directly to lenders pursuant to regular contract rates and terms.**

Dated: April 18, 2018

/s/ George E. Weaver  
George E. Weaver  
Debtor 1

/s/ Keith A. Pagano, Esq.  
Keith A. Pagano, Esq. 47845  
Debtors' Attorney

/s/ Kacy L. Weaver  
Kacy L. Weaver  
Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

Certificate of Service

I certify that on April 18, 2018, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Keith A. Pagano, Esq.

Keith A. Pagano, Esq. 47845

Signature

4510 S. Laburnum Ave

Richmond, VA 23231

Address

(804) 447-1002

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on April 18, 2018 true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

☒ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or

☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Keith A. Pagano, Esq.

Keith A. Pagano, Esq. 47845

Fill in this information to identify your case:

Debtor 1 George E. Weaver

Debtor 2 Kacy L. Weaver  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 18-31228  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.		Debtor 1	Debtor 2 or non-filing spouse
If you have more than one job, attach a separate page with information about additional employers.	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Not employed
	Occupation	<u>Salesman</u>	<u>Unemployed</u>
Include part-time, seasonal, or self-employed work.	Employer's name	<u>Touch of Color Flooring, Inc.</u>	
	Employer's address	<u>6303 Allentown Boulevard Harrisburg, PA 17112</u>	
Occupation may include student or homemaker, if it applies.	How long employed there?	<u>1 year</u>	

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>5,416.66</u>	\$ <u>0.00</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>5,416.66</u>	\$ <u>0.00</u>

Debtor 1 **George E. Weaver**  
Debtor 2 **Kacy L. Weaver**

Case number (if known) **18-31228**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>5,416.66</b>	\$ <b>0.00</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>306.35</b>	\$ <b>0.00</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>0.00</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>0.00</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>0.00</b>
5e. Insurance	5e. \$ <b>619.07</b>	\$ <b>0.00</b>
5f. Domestic support obligations	5f. \$ <b>601.06</b>	\$ <b>0.00</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>0.00</b>
5h. Other deductions. Specify:	5h.+ \$ <b>0.00</b>	+ \$ <b>0.00</b>
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>1,526.48</b>	\$ <b>0.00</b>
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <b>3,890.18</b>	\$ <b>0.00</b>
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>0.00</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>0.00</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>0.00</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>0.00</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>0.00</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>0.00</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>0.00</b>
8h. Other monthly income. Specify: <b>Child's Contribution (for car payment)</b>	8h.+ \$ <b>492.00</b>	+ \$ <b>0.00</b>
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>492.00</b>	\$ <b>0.00</b>
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>4,382.18</b>	+ \$ <b>0.00</b> = \$ <b>4,382.18</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:	11. +\$ <b>0.00</b>	
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12. \$ <b>4,382.18</b> <b>Combined monthly income</b>	
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain:		

Fill in this information to identify your case:

Debtor 1 George E. Weaver

Debtor 2 Kacy L. Weaver  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 18-31228  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

14 Months

☐ No  
☒ Yes

Son

7 years

☐ No  
☒ Yes

Son

7 years

☐ No  
☒ Yes

Daughter

11 years

☐ No  
☒ Yes

Daughter

17 years

☐ No  
☒ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No  
☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,500.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1  
Debtor 2

**George E. Weaver**  
**Kacy L. Weaver**

Case number (if known)

**18-31228**

Debtor 1 **George E. Weaver**  
Debtor 2 **Kacy L. Weaver**

Case number (if known) **18-31228**

<b>6. Utilities:</b>								
6a. Electricity, heat, natural gas	6a. \$	<b>225.00</b>						
6b. Water, sewer, garbage collection	6b. \$	<b>0.00</b>						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<b>450.00</b>						
6d. Other. Specify: <u>Trash Removal</u>	6d. \$	<b>20.00</b>						
<b>7. Food and housekeeping supplies</b>	7. \$	<b>600.00</b>						
<b>8. Childcare and children's education costs</b>	8. \$	<b>0.00</b>						
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<b>200.00</b>						
<b>10. Personal care products and services</b>	10. \$	<b>75.00</b>						
<b>11. Medical and dental expenses</b>	11. \$	<b>70.00</b>						
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<b>150.00</b>						
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<b>0.00</b>						
<b>14. Charitable contributions and religious donations</b>	14. \$	<b>0.00</b>						
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	<b>0.00</b>						
15b. Health insurance	15b. \$	<b>0.00</b>						
15c. Vehicle insurance	15c. \$	<b>313.00</b>						
15d. Other insurance. Specify: _____	15d. \$	<b>0.00</b>						
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <b>Personal Property Taxes (amortized)</b>								
	16. \$	<b>20.00</b>						
<b>17. Installment or lease payments:</b>								
17a. Car payments for Vehicle 1	17a. \$	<b>489.00</b>						
17b. Car payments for Vehicle 2	17b. \$	<b>0.00</b>						
17c. Other. Specify: _____	17c. \$	<b>0.00</b>						
17d. Other. Specify: _____	17d. \$	<b>0.00</b>						
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>								
	18. \$	<b>0.00</b>						
<b>19. Other payments you make to support others who do not live with you.</b>								
	\$	<b>0.00</b>						
Specify: _____								
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>								
20a. Mortgages on other property	20a. \$	<b>0.00</b>						
20b. Real estate taxes	20b. \$	<b>0.00</b>						
20c. Property, homeowner's, or renter's insurance	20c. \$	<b>0.00</b>						
20d. Maintenance, repair, and upkeep expenses	20d. \$	<b>0.00</b>						
20e. Homeowner's association or condominium dues	20e. \$	<b>0.00</b>						
<b>21. Other:</b> Specify: _____	21. +\$	<b>0.00</b>						
<b>22. Calculate your monthly expenses</b>								
22a. Add lines 4 through 21.	<div style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>\$</td> <td><b>4,112.00</b></td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td><b>4,112.00</b></td> </tr> </table> </div>		\$	<b>4,112.00</b>	\$		\$	<b>4,112.00</b>
\$			<b>4,112.00</b>					
\$								
\$	<b>4,112.00</b>							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
<b>23. Calculate your monthly net income.</b>								
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	<b>4,382.18</b>						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<b>4,112.00</b>						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .								
	23c. \$	<b>270.18</b>						
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. <span style="border: 1px solid black; padding: 2px;">Explain here:</span>								

Albemarle GD Court  
501 E. Jefferson St.  
Attn: Civil Div.  
Charlottesville, VA 22902

Allstate  
POB 40047  
Roanoke, VA 24022-0047

Anthem Healthkeeps  
PO Box 11792  
Newark, NJ 07101

Argent Federal Credit Union  
11651 Alliance Circle  
Chester, VA 23831

AT&T Universal  
8787 Bay Pine Road  
Jacksonville, FL 32256

Bank of America  
PO 85350  
Louisville, KY 40285

Blue & Gray Self Storage  
3801 Williamsburg Road  
Richmond, VA 23231

Bridgecrest Credit Co.  
P.O. Box 29018  
Phoenix, AZ 85038

Caine & Weiner  
Po Box 5010  
Woodland Hills, CA 91365

Cbe Group  
Attn: Bankruptcy Department  
Po Box 900  
Waterloo, IA 50704

Cbs Collection Division  
Po Box 3227  
Tuscaloosa, AL 35403

Central Credit Service  
9550 Regency Square  
Jacksonville, FL 32225

Charlottesville Radiology  
PO Box 2546  
Virginia Beach, VA 23450

Checks Unlimited  
P.O. Box 17400  
Colorado Springs, CO 80935

Credence Resource Management  
17000 Dallas Parkway  
Suite 204  
Dallas, TX 75248

Credit Adjustment Board  
306 East Grace Street  
Richmond, VA 23219

Credit Control Corp  
Po Box 120568  
Newport News, VA 23612

Dept Of Ed/582/nelnet  
Attn: Claims/Bankruptcy  
Po Box 82505  
Lincoln, NE 68501

Dish Network  
Dept 0063  
Palatine, IL 60055

Diversified Consultants, Inc.  
Diversified Consultants, Inc.  
Po Box 551268  
Jacksonville, FL 32255

Division of Vital Records  
2001 Maywill Street  
P.O. Box 1000  
Richmond, VA 23218

Dominion Energy  
PO Box 26543  
Richmond, VA 23290

DT Credit Company, LLC  
Attn: Bankruptcy  
Po Box 29018  
Phoenix, AZ 85038

Dupont Fibers Credit Union  
5403 Jefferson Davis HWY  
Richmond, VA 23234-7040

Focused Recovery Solutions  
9701-Metropolitan Ct  
Ste B  
Richmond, VA 23236

Focused Recovery Solutions  
9701 Metropolitan Ct Ste  
North Chesterfield, VA 23236

Focused Recovery Solutions  
7206 Hull Street Road  
Suite 211  
Richmond, VA 23235

Gastroenterology Assoc  
1031 Care Way  
Fredericksburg, VA 22401

Gold's Gym  
8904 West Broad  
Richmond, VA 23294

Hanover Family Phys  
9376 Atlee Station Rd  
Mechanicsville, VA 23116

Hanover GDC  
7515 Library Drive, PO Box 176  
Re: GV-032918  
Hanover, VA 23069

Henrico Doctor's Hospital  
PO Box 1021  
Louisville, KY 40201

Internal Revenue Service  
400 N. 8th Street, Box 76  
Insolvency Units - Stop Rm 898  
Richmond, VA 23219

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

James River Emergency Group  
Mailstop 43809623  
PO Box 660827  
Dallas, TX 75266-0827

Jefferson Capital Systems, LLC  
Po Box 7999  
Saint Cloud, MN 56302

JL Walston & Associates  
Attn: Bankruptcy  
2609 N Duke St, Ste 501  
Durham, NC 27704

Jn Portfolio Debt Equities, LLC  
Attn: Bankruptcy  
5757 Phantom Dr. Ste 225  
Hazelwood, MO 63042

Joseph, Mann & Creed  
PO Box 22253  
Beachwood, OH 44122-0253

Labcorp  
1447 York Court  
Burlington, NC 27215

Lafayette, Ayers & Whitlock  
10160 Staples Mill Road  
Ste 105  
Glen Allen, VA 23060

Loon Emergency Physicians  
PO Box 38001  
Philadelphia, PA 19101-8001

Martha Jefferson Hospital  
PO Box 2556  
Charlottesville, VA 22902-2556

MCV Physicians  
1601 Willow Lawn Drive  
Suite 275  
Richmond, VA 23230-3422

NPAS Solutions LLC  
PO Box 2248  
Maryland Heights, MO 63043

Orkin  
PO 13230  
Atlanta, GA 30324

Pediatric Center  
10571 Telegraph Road  
Glen Allen, VA 23059

Pediatric Neurology Associates  
5875 Bremon Road  
Suite 310  
Richmond, VA 23230

Penn Credit  
916 S 14th St  
PO Box 988  
Harrisburg, PA 17108-0988

Phoenix Financial Services  
PO Box 361450  
Indianapolis, IN 46236

Powhatan GDC  
3880-D Old Buckingham Road  
Powhatan, VA 23139

Progressive Insurance  
P.O. Box 6807  
Cleveland, OH 44101-1807

Radiology Assoc of Richmond  
P.O. Box 13343  
Richmond, VA 23225

Receivable Management Inc  
7206 Hull Rd  
Ste 211  
Richmond, VA 23235

Richmond City GDC  
400 N. 9th Street, 2nd Floor  
Suite 203  
Richmond, VA 23219

Rollins Service Bureau  
PO Box 13230  
Atlanta, GA 30324-9847

Southwest Credit Systems  
4120 International Parkway  
Suite 1100  
Carrollton, TX 75007

Sunrise Credit Service  
260 Airport Plaza  
Farmingdale, NY 11735

Suntrust  
PO Box 4418  
Atlanta, GA 30302-4418

TACS  
P.O. Box 31800  
Henrico, VA 23294

The Rahman Group  
8002 Discovery Dr.  
Ste. 306  
Henrico, VA 23229

Title Max  
20 East Belt Blvd.  
Richmond, VA 23224

University of Virginia  
Medical Center  
P.O. Box 85031  
Richmond, VA 23261

VCU Dept of Oral & Maxillofaci  
521 North 11th Street  
Richmond, VA 23298

Verizon  
Verizon Wireless Bk Admin  
500 Technology Dr Ste 550  
Weldon Springs, MO 63304

Virginia Department of Taxatio  
PO Box 2156  
Richmond, VA 23218

Virginia Employment Comm.  
POB 27592  
Richmond, VA 23261